

Introduced by _____ Council Bill No. R 129-11

A RESOLUTION

authorizing agreements for transportation services with EDR
Columbia, LP – d/b/a The Reserve at Columbia and Gateway
of Missouri, Inc.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS
FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement for transportation services with EDR Columbia, LP – d/b/a The Reserve at Columbia. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. The City Manager is hereby authorized to execute an agreement for transportation services with Gateway of Missouri, Inc. The form and content of the agreement shall be substantially as set forth in "Exhibit B" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2011.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT
For
TRANSPORTATION SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And

EDR Columbia, LP - DBA: The Reserve at Columbia,
2500 Old Highway 63, Columbia, Mo. 65201

THIS AGREEMENT made as of 20 day of July, 2011 by and between the City of Columbia, Missouri, hereinafter called the CITY, and The Reserve at Columbia, hereinafter called the PROPERTY.

Now, therefore, in consideration of the mutual covenants set out herein the parties agree as follows:

SECTION 1 - RESPONSIBILITIES OF CITY

1.1 The CITY will provide the services as described below, hereinafter called the SERVICES, consisting of the following:

a. Columbia Transit will provide transportation services via the Gold Route for *The Reserve at Columbia*. Residents of *The Reserve at Columbia* Apartments will have free access to the Gold Route for the University of Missouri Fall and Winter semesters.

- a.1 2011/2012 (August 2011 – December 2011 (Fall Semester) and January 2012 – May 2012 (Winter Semester)).
- a.2 2012/2013 (August 2012 – December 2012 (Fall Semester) and January 2013 – May 2013 (Winter Semester)).
- a.3 2013/2014 (August 2013 – December 2013 (Fall Semester) and January 2014 – May 2014 (Winter Semester)).

b. *The Reserve at Columbia* will provide residents with copy resistant I.D. cards to present to the driver for free access to the Gold Route. These I.D. cards must be such that they are not easily duplicated.

1.2 SERVICES shall follow the posted University of Missouri semester schedule and will only be operated when the University of Missouri Shuttle Service is in operation.

1.3 SERVICES shall not be provided during scheduled holiday, summer semesters and/or semester breaks at the University of Missouri.

1.4 SERVICES shall not be provided when University of Missouri cancels classes due to weather or other unforeseen emergencies.

1.5 SERVICES are provided on a first come first serve basis for all residents. Proper bus operations and safety standards will be observed at all times.

1.6 SERVICES are provided from 6:40 AM to 5:40 PM Monday thru Friday running one complete cycle every thirty (30) minutes.

SECTION 2 - PAYMENT FOR SERVICES PROVIDED

2.1 For services performed, the PROPERTY shall pay the CITY the sum of **\$12,542.00** per semester (as described above) for a total of **\$25,084.00**.

2.2 Payment is due within thirty (30) days from the date of invoice.

2.2.1 PROPERTY will be mailed an invoice at the beginning of each semester of service as described above.

2.3 Should PROPERTY fail to make payment as set out herein the CITY may suspend services immediately or at its option terminate this agreement.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Entire Agreement

This Agreement represents the entire Agreement between the PROPERTY and CITY. All previous or contemporaneous agreements, representations, promises and conditions relating to the provided service described herein are superseded.

3.2 Neither CITY nor PROPERTY shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

3.3 This Agreement is for the benefit of the parties only and not for the benefit of any third party.

3.4 If another apartment / property or complex on the Gold West Route begins contributing to the operation of the route during the contract period, *The Reserve at Columbia* rates would be adjusted downward by 20% percent of the increased gross amount. Thus for example, if the one additional complex began contributing \$25,000, *The Reserve at Columbia* contract would be adjusted downward by \$5,000 per school year; or on a prorated basis if not a complete year.

3.5 If Columbia Transit does not provide all services, as provided for in the contract, for any separate five (5) days in a single semester, except for instances allowed for in the contract; the PROPERTY has the right to terminate the contract.

CITY OF COLUMBIA, MISSOURI

Mike Matthes, City Manager

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

A handwritten signature in black ink, appearing to read "Christine Richards", written over a horizontal line.

Christine Richards

Senior Vice President of Operations
EDR Columbia, LP
DBA: The Reserve at Columbia
2500 Old Highway 63
Columbia, MO 65201
573-256-7344

AGREEMENT
For
TRANSPORTATION SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And

Gateway of Missouri, Inc., 3904 Buttonwood Dr., Columbia, Mo. 65201

THIS AGREEMENT made as of 4 day of May, 2011 by and between the City of Columbia, Missouri, hereinafter called the CITY, and Gateway of Missouri of Columbia, MO 65201, hereinafter called the PROPERTY.

Now, therefore, in consideration of the mutual covenants set out herein the parties agree as follows:

SECTION 1 - RESPONSIBILITIES OF CITY

1.1 The CITY will provide the services as described below, hereinafter called the SERVICES, consisting of the following:

- a. Columbia Transit will provide transportation services via the Gold Route for Campus Lodge Apartments. Residents of Campus Lodge Apartments will have free access to the Gold Route for the University of Missouri Fall and Winter semesters.
 - a.1 2011/2012 (August 2011 – December 2011 (Fall Semester) and January 2012 – May 2012 (Winter Semester)).
 - a.2 2012/2013 (August 2012 – December 2012 (Fall Semester) and January 2013 – May 2013 (Winter Semester)).
 - a.3 2013/2014 (August 2013 – December 2013 (Fall Semester) and January 2014 – May 2014 (Winter Semester)).
- b. Gateway of Columbia will provide residents with copy resistant I.D. cards to present to the driver for free access to the Gold Route. These I.D. cards must be such that they are not easily duplicated.

1.2 SERVICES shall follow the posted University of Missouri semester schedule and will only be operated when the University of Missouri Shuttle Service is in operation.

1.3 SERVICES shall not be provided during scheduled holiday, summer semesters and/or semester breaks at the University of Missouri.

1.4 SERVICES shall not be provided when University of Missouri cancels classes due to weather or other unforeseen emergencies.

1.5 SERVICES are provided on a first come first serve basis for all residents. Proper bus operations and safety standards will be observed at all times.

1.6 SERVICES are provided from 6:40 AM to 5:40 PM Monday thru Friday running one complete cycle every thirty (30) minutes.

SECTION 2 - PAYMENT FOR SERVICES PROVIDED

2.1 For services performed, the PROPERTY shall pay the CITY the sum of **\$12,542.00** per semester (as described above) for a total of **\$25,084.00**.

2.2 Payment is due within thirty (30) days from the date of invoice.

2.2.1 PROPERTY will be mailed an invoice at the beginning of each semester of service as described above.

2.3 Should PROPERTY fail to make payment as set out herein the CITY may suspend services immediately or at its option terminate this agreement.

SECTION 3 - GENERAL CONSIDERATIONS

3.1 Entire Agreement

This Agreement represents the entire Agreement between the PROPERTY and CITY. All previous or contemporaneous agreements, representations, promises and conditions relating to the provided service described herein are superseded.

3.2 Neither CITY nor PROPERTY shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

3.3 This Agreement is for the benefit of the parties only and not for the benefit of any third party.

3.4 If another apartment / property or complex on the Gold West Route begins contributing to the operation of the route during the contract period, Gateway of Columbia rates would be adjusted downward by 20% percent of the increased gross amount. Thus for example, if the one additional complex began contributing \$25,000, the Gateway of Columbia contract would be adjusted downward by \$5,000 per school year; or on a prorated basis if not a complete year.

3.5 If Columbia Transit does not provide all services, as provided for in the contract, for any separate five (5) days in a single semester, except for instances allowed for in the contract; the PROPERTY has the right to terminate the contract.

CITY OF COLUMBIA, MISSOURI

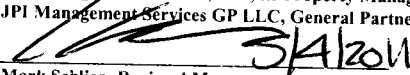
Mike Matthes, City Manager

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Fred Boeckmann, City Counselor

SCI Gateway at Columbia Fund, LLC
By: JPI Management Services, L.P., its Property Manager
By: JPI Management Services GP LLC, General Partner
By:  3/4/2011
Mark Schliep, Regional Manager

SCI Gateway at Columbia Fund, LLC
By: JPI Management Services, L.P., its Property
Manager
By: JPI Management Services, GP LLC,
General Partner

Mark Schliep
Student Living Regional Manager
Gateway of Columbia, Inc.
3904 Buttonwood Drive
Columbia, MO 65201
573-442-4730

Source:

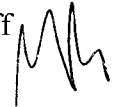
John Glascock



Agenda Item No. _____

FISCAL and VISION NOTES:

City Fiscal Impact Enter all that apply:	
\$0	City's current net FY cost.
\$0	Amount of Funds Already appropriated
\$0	Amount of budget amendment needed
\$0	Estimated 2 yr net costs:
\$0	One-time
\$0	Operating / On-going
Program Impact:	
N	New program/ agency (Y/N)
N	Duplicates/expands an existing program (Y/N)
N	Fiscal impact on any local political subdivision (Y/N)
Resources Required:	
N	Requires add'l FTE personnel? (Y/N)
N	Requires additional facilities? (Y/N)
N	Requires additional capital equipment? (Y/N)
Mandates:	
N	Federal or state mandated? (Y/N)
Vision Implementation Impact Enter Below All That Applies: Refer to Website:	
Y	Vision Impact? (Y/N or if N, go no further)
Item #13	Primary Vision, Strategy and/or Goal Item#
Item #13.4.4	Secondary Vision, Strategy and/or Goal Item#
Task #	FY10/FY11 Implementation Task#

TO: City Council**FROM:** City Manager and Staff **DATE:** July 22, 2011**RE:** Gold Route Apartment Agreement for 2011-2014 School Year**EXECUTIVE SUMMARY:**

Staff has prepared for Council consideration resolutions authorizing the City Manager to execute agreements with *Gateway of Missouri* and *The Reserve at Columbia* for transportation service via the Gold Route. The Gold Route has been very successful with a total 2010/2011 school year ridership of 607,681. This is an overall increase of 21.8% compared to the last school year.

DISCUSSION:

Columbia Transit provides public transportation service to several apartment complexes along Old 63 which cater to college students. Three of the complexes, "*Gateway of Missouri*" at 3904 Buttonwood, "*The Reserve*" at Columbia at 2500 Old Hwy 63 South and "*Campus Lodge*" at 2900 Old Hwy 63 South enable their tenants to ride the bus for free by contracting with the City. Unique ID badges are issued to their tenants. All other transit riders would pay the normal applicable fare. These services are only provided during the University of Missouri's fall and spring semesters. No summer service is provided.

Columbia Transit negotiated a three year agreement with *Gateway of Missouri* and *The Reserve* for the 2011-14 school years at \$12,542 per semester or \$25,084 for each school year. The current *Campus Lodge* contract has two years remaining. These agreements allow Columbia Transit better planning opportunities and the ability to more efficiently manage its resources. This has been a very successful public/private partnership.

FISCAL IMPACT:

The new agreement fee of \$12,542 per semester, or \$25,084 for each school year, represents a significant increase over the previous agreement of \$8,000 per semester or \$16,000 for each school year. These agreements enable Columbia Transit to provide services to this high-density corridor. The combined contractual fees do not pay all associated operational expenses, but they allow Columbia Transit to provide the service and remove hundreds of private cars from the City roadways each day; more specifically the Old 63 & Stadium Boulevard and Providence Road & Stadium Boulevard intersections.

VISION IMPACT:

Columbia and Central Missouri, a growing urban community, will have a modern transportation system, which allows its citizens to move about freely within the region using whatever means are desired - automobile, bus, bicycle, walking – and do so safely.

An efficient, innovative, accessible public and human services transportation system will be fully integrated with all other forms of transportation in Colombia and surrounding communities. It will be possible for all residents to live easily in Colombia.

Expand the public transit system, and identify and fill in existing gaps in that system to include longer hours of service, more frequent service, and greater coverage of the city.

SUGGESTED COUNCIL ACTIONS:

If Council wishes to continue the services specified above, the resolutions should be approved authorizing the City Manager to execute the agreements.